

4-638383

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

MAERSK SEALAND,

Plaintiff,

- against -

PERINI MANAGEMENT SERVICES,  
INC.,

Defendant.

CIVIL COMPLAINT  
IN ADMIRALTY

04 10220  
MAGISTRATE JUDGE *Cohen*

Plaintiff MAERSK SEALAND by its attorneys, LAW OFFICES OF ALBERT J. AVALLONE & ASSOCIATES, and its Designated Local Counsel, PITTS AND PITTS, as and for its Complaint against defendant PERINI MANAGEMENT SERVICES, INC., in personam, in a cause of action civil and maritime, alleges upon information and belief:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure, and the Ocean Shipping Reform Act of 1999, 46 U.S.C. App. 1701 et seq.

2. At all times hereinafter mentioned, plaintiff MAERSK SEALAND was and still is a corporation duly organized and existing under the laws of the State of Delaware with offices and a place of business at 6000 Carnegie Blvd., Charlotte, NC 28209.

3. Upon information and belief and at all times hereinafter mentioned, defendant had and now has the legal status and place of business as set forth in Schedule A, hereto.

4. On or about the dates and at the ports of shipment stated in Schedule A, hereto, certain goods were delivered to plaintiff to be carried to the port of destination and at the agreed charges to be paid by defendant pursuant to plaintiff's published, all as set forth in Schedule A.

RECEIPT # 53506  
AMOUNT \$ 950.00  
SUMMONS ISSUED Y-1  
LOCAL RULE 4.1         
WAIVER FORM         
MOF ISSUED         
BY DPTY CLK         
DATE 1-30-04

5. Thereafter, the said goods were transported to the port of destination and delivered to the consignees and/or their agents.

6. Plaintiff has performed all acts required to be performed by plaintiff.

7. Defendant has failed and refused, and continues to fail and refuse to remit the payment due of \$83,596.39, although duly demanded.

8. By reason of the foregoing, plaintiff has sustained damages in the amount of \$83,596.39 which, although duly demanded, have not been paid.

WHEREFORE, plaintiff prays:

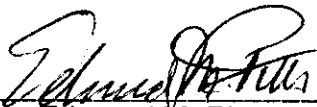
1. For judgment in the amount of \$83,596.39, together with interest thereon, costs, disbursements and a reasonable attorney's fee.

2. That process in due form of law according to the practice of this Court in cases of admiralty and maritime jurisdiction may issue against the defendants citing them to appear and answer all the singular matters aforesaid.


3. That plaintiff have such other and further relief in the premises as in law and justice it may be entitled to receive.

Dated: New York, New York  
Lynn, Massachusetts  
January 29, 2004

PITTS AND PITTS

By   
Edmund M. Pitts  
BBO400880  
Designated Local Counsel for Plaintiff  
MAERSK SEALAND  
152 Lynnway, Unit 1F  
Lynn, MA 01902  
(781) 596-7171

LAW OFFICES OF  
ALBERT J. AVALLONE & ASSOCIATES

By   
Albert J. Avallone - AA1679  
Attorneys for Plaintiff  
MAERSK SEALAND  
551 Fifth Avenue, Suite 1701  
New York, NY 10176  
(212) 696-1760

## SCHEDULE A

### I. Defendant's status & address:

A. Upon information and belief and at all times hereinafter mentioned, defendant PERINI MANAGEMENT SERVICES, INC. was and still is a corporation organized and existing under the laws of the Commonwealth of Massachusetts, with offices and a place of business at 73 Mount Wayte Avenue, Framingham, MA 01701-9160.

### II. Particulars:

1. Bill of Lading No. WOF014484, dated April 22, 2002, from New Orleans to N'Djamena via Houston and Douala on the Vessel SL VALUE, one (1) forty-foot container SAID TO CONTAIN: BUILDING MATERIALS, at the applicable tariff and/or Service Contract rate of \$25,072.60 (Exhibit A).

Amount Paid: \$21,453.80

Amount Due: \$3,618.80

2. Bill of Lading No. WOF015889, dated July 1, 2002, from New Orleans to N'Djamena via Houston and Douala on the Vessel SL DEVELOPER, one (1) twenty-foot container SAID TO CONTAIN: BUILDING MATERIALS, at the applicable tariff and/or Service Contract rate of \$8,427.50 (Exhibit B).

Amount Paid: \$8,020.00

Amount Due: \$407.50

3. Bill of Lading No. WOF016118, dated July 1, 2002, from New Orleans to N'Djamena via Houston and Douala on the Vessel SL DEVELOPER, one (1) twenty-foot container SAID TO CONTAIN: BUILDING MATERIALS, at the applicable tariff and/or Service Contract rate of \$8,452.50 (Exhibit C).

Amount Paid: \$8,020.00

Amount Due: \$432.50

4. Bill of Lading No. WOF016383, dated July 25, 2002, from New Orleans to Taipei via Long Beach and Keelung on the Vessel SL EXPLORER, one (1) twenty-foot container SAID TO CONTAIN: BUILDING MATERIALS, at the applicable tariff and/or Service Contract rate of \$2,286.23 (Exhibit D).

Amount Paid: \$2,010.00

Amount Due: \$276.23

5. Bill of Lading No. WOF017823, dated August 23, 2002, from New Orleans to Manila via Long Beach on the Vessel SL INTREPID, one (1) twenty-foot container SAID TO CONTAIN: BUILDING MATERIALS, at the applicable tariff and/or Service Contract rate of \$2,507.00 (Exhibit E).

Amount Paid: \$1,743.00

Amount Due: \$2,507.00

6. Bill of Lading No. WOF020069, dated November 27, 2002, from Houston to N'Djamena via Douala on the Vessel SL ATLANTIC, one (1) forty-foot container SAID TO CONTAIN: BUILDING MATERIALS, at the applicable tariff and/or Service Contract rate of \$11,691.67 (Exhibit F).

Amount Paid: \$9,516.67

Amount Due: \$2,175.00

7. Bill of Lading No. WOF501379, dated June 3, 2003, from Houston to Port Qasim on the Vessel SL VALUE, two (2) forty-foot containers SAID TO CONTAIN: BUILDING MATERIALS, at the applicable tariff and/or Service Contract rate of \$6,873.51 (Exhibit G).

Amount Paid: \$6,177.51

Amount Due: \$696.00

8. Bill of Lading No. WOF501765, dated July 3, 2003, from Houston to Port Qasim on the Vessel SL PERFORMANCE, two (2) forty-foot containers SAID TO CONTAIN: BUILDING MATERIALS, at the applicable tariff and/or Service Contract rate of \$6,829.38 (Exhibit H).

Amount Paid: \$6,768.25

Amount Due: \$61.13

9. Bill of Lading No. WOF023771, dated June 16, 2003, from Norfolk to Kabul via Port Qasim on the Vessel SL ACHIEVER, two (2) forty-foot containers SAID TO CONTAIN: TRANSFORMERS, at the applicable tariff and/or Service Contract rate of \$25,328.39 (Exhibit I).

Amount Paid: \$24,328.39

Amount Due: \$1,000.00

10. Bill of Lading No. WOF502337, dated December 23, 2003, from Baltimore to Darualaman via Norfolk and Port Qasim on the Vessel MAERSK VIRGINIA, two (2) forty-foot containers SAID TO CONTAIN: CONSTRUCTION MATERIALS, at the applicable tariff and/or Service Contract rate of \$10,728.00 (Exhibit J).

Amount Paid: \$0

Amount Due: \$10,728.00

11. Bill of Lading No. WOF502338, dated December 23, 2003, from Baltimore to Darualaman via Norfolk and Port Qasim on the Vessel MAERSK VIRGINIA, two (2) forty-foot containers SAID TO CONTAIN: BUILDING MATERIALS, at the applicable tariff and/or Service Contract rate of \$10,728.00 (Exhibit K).

Amount Paid: \$0

Amount Due: \$10,728.00

12. Bill of Lading No. WOF502384, dated January 8, 2004, from Baltimore to Kabul via Norfolk and Port Qasim on the Vessel MAERSK GEORGIA, one (1) forty-foot Open-Top container SAID TO CONTAIN: CONSTRUCTION MATERIALS, at the applicable tariff and/or Service Contract rate of \$6,000.00 (Exhibit L).

Amount Paid: \$0

Amount Due: \$6,000.00

13. Bill of Lading No. WOF027182, dated January 13, 2004, from Houston to Port Qasim on the Vessel SL COMMITMENT, one (1) forty-foot container SAID TO CONTAIN: BUILDING MATERIALS, at the applicable tariff and/or Service Contract rate of \$3,834.23 (Exhibit M).

Amount Paid: \$0

Amount Due: \$3,834.23

14. Bill of Lading No. WOF502254, dated January 15, 2004, from Baltimore to Port Qasim via Norfolk on the Vessel MAERSK MALACCA, four (4) forty-foot containers SAID TO CONTAIN: BUILDING CONSTRUCTION MATERIALS, at the applicable tariff and/or Service Contract rate of \$21,456.00 (Exhibit N).

Amount Paid: \$0

Amount Due: \$21,456.00

15. Bill of Lading No. WOF502255, dated January 15, 2004, from Baltimore to Darulaman via Norfolk and Port Qasim on the Vessel MAERSK MALACCA, one (1) forty-foot and one (1) forty-foot Open-Top container SAID TO CONTAIN: BUILDING MATERIALS, at the applicable tariff and/or Service Contract rate of \$21,419.00 (Exhibit O).

Amount Paid: \$0

Amount Due: \$21,419.00

II. Total Amount Due: \$83,596.39